

**REMARKS**

**Amendments to the Specification**

In the specification, paragraph [0001a] has been added to note the relationship of the current application to copending U.S. Patent Application 11/083,792, filed March 17, 2005 and copending U.S. Patent Application 11/223,217, filed September 9, 2005, each of which are a continuation-in-part of the current application. No new matter has been added.

**Amendments to the Claims**

The Office Action of October 16, 2009, has been received and reviewed. Claims 1, 3 through 7, 9 through 14, 16 through 24, 26 through 29, 32, 33, 36 through 46, 49 through 54, and 57 through 63 are currently pending in the application. Claims 1 through 7, 9 through 14, 16 through 29, 32, 33, and 36 through 63 stand rejected. Claims 2, 25, 47, 48, 55, and 56 are canceled. Applicants have amended claims 1, 3, 12, 21, 24, 26, 29, 40, 49 through 52, 54, 57 through 59, 62, and 63, and respectfully request reconsideration of the application as amended herein.

Support for the current claim amendments may be found throughout the application as-filed, for example, at paragraphs [0041], [0050] through [0057], [0060], and [0062] and FIGS. 2A, 2B, 3, and 5. Again, no new matter has been added.

**35 U.S.C. § 103(a) Obviousness Rejections**

Obviousness Rejection Based on NYRA One Account ("NYRA") in View of U.S. Patent No. 5,902,983 to Crevelt et al.

Claims 1 through 7, 9 through 14, 16 through 29, 32, 33, and 36 through 63 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA One Account ("NYRA") in view of Crevelt et al. (U.S. Patent No. 5,902,983; hereinafter "Crevelt"). Applicants respectfully traverse this rejection, as hereinafter set forth.

To establish a *prima facie* case of obviousness the prior art reference (or references when combined) must teach or suggest all the claim limitations. *In re Royka*, 490 F.2d 981, 985 (C.C.P.A. 1974); *see also* M.P.E.P. § 2143.03. Additionally, the Examiner must determine

whether there is “an apparent reason to combine the known elements in the fashion claimed by the patent at issue.” *K.S.R. Intern. Co. v. Teleflex Inc.*, 550 U.S. 398, 418, 82 U.S.P.Q.2d 1385 (2007). Further, rejections on obviousness grounds “cannot be sustained by mere conclusory statements; instead, there must be some articulated reasoning with some rational underpinning to support the legal conclusion of obviousness.” *Id.* (quoting *In re Kahn*, 441 F.3d 977, 988 (Fed. Cir. 2006)). Finally, to establish a *prima facie* case of obviousness there must be a reasonable expectation of success. See *In re Merck & Co., Inc.*, 800 F.2d 1091, 1097 (Fed. Cir. 1986). Furthermore, the reason that would have prompted the combination and the reasonable expectation of success must be found in the prior art, common knowledge, or the nature of the problem itself, and not based on the Applicant’s disclosure. See *DyStar Textilfarben GmbH & Co. Deutschland KG v. C. H. Patrick Co.*, 464 F.3d 1356, 1367 (Fed. Cir. 2006); M.P.E.P. § 2144. Underlying the obvious determination is the fact that statutorily prohibited hindsight cannot be used. See *K.S.R.*, 550 U.S. at 421; *DyStar*, 464 F.3d at 1367.

Independent Claim 1 and Dependent Claims 3 through 7, 9 through 14, 16 through 23, and 60

Applicants assert that NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit” and “placing a cashless purchase, other than a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account,” as recited in amended independent claim 1.

NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. *NYRA*, p. 1. In particular, NYRA teaches that the account card allows patrons to make withdrawals and deposits to an account associated with account card at the track or remotely via the telephone or by mail. *Id.* at p. 2-5. The account card may also be used to place wagers on pari-mutual events at the track via a SAM machine, by entering the account number of the account card into a Tiny Tim machine, or over the telephone. *Id.* at p. 7-11.

Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. *Crevelt*, Abstract. The gaming machine allows a player to insert an ATM card (debit card), to enter in a PIN number, request playing credit, and receive an amount of credit which can be converted to plays on the gaming machine. *Id.*

Applicants respectfully assert, however, that NYRA and Crevelt do not teach or suggest placing a cashless purchase, other than a pari-mutuel wager, using the house card at an establishment and at least another portion of the funds of the monetary account. As taught by NYRA, the betting account is used to place a pari-mutuel wager using a card and a SAM or Tiny Tim machine at a race track or, alternatively, over the phone. However, the user is limited to placing only a wager and cannot make any purchases of goods or services using the card.

As taught by Crevelt, a card linked to an account is inserted into a card reader to access credit that is converted to plays on the gaming machine. However, the user cannot make purchases of goods or services using the card and the credit obtained for play on the gaming machine.

As NYRA and Crevelt, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 1, Applicants assert that independent claim 1 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of independent claim 1 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 1 precludes a rejection of claims 3 through 7, 9 through 14, 16 through 23, and 60, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 3 through 7, 9 through 14, 16 through 23, and 60, in addition to the rejection to independent claim 1.

Regarding dependent claim 12, Applicants additionally assert that NYRA and Crevelt do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering

“further comprising requiring that the player remove the house card prior to placing the pari-mutuel wager,” as recited in dependent claim 12.

Applicants respectfully assert that while NYRA and Crevelt teach that a card may be removed before placing a wager, NYRA and Crevelt do not teach or suggest that a card is required to be removed prior to placing a wager. Therefore, Applicants assert that dependent claim 12 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of dependent claim 12 under 35 U.S.C. § 103(a) for this additional reason.

Regarding dependent claim 21, Applicants additionally assert that NYRA and Crevelt do not teach, suggest, or otherwise render obvious a method of lottery-type wagering “further comprising crediting the first monetary account with a predetermined percentage of a purchase placed using funds from the second monetary account,” as recited in amended dependent claim 21.

Applicants assert that both NYRA and Crevelt fail to teach or suggest crediting a first monetary account with a predetermined percentage of a purchase placed using funds from a second monetary account. Therefore, Applicants assert that dependent claim 21 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of dependent claim 21 under 35 U.S.C. § 103(a) for this additional reason.

Independent Claim 24 and Dependent Claims 26 through 29, 32, 33, 36 through 39, and 61

The rejection of independent claim 24 is improper because NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “providing a house card comprising an anonymous token card in which the identity of the player is not known to the establishment” and “placing a cashless purchase other than placing a pari-mutuel wager using the anonymous token card at the establishment to debit at least another portion of the funds of the monetary account,” as recited in claim 24.

As discussed above, NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. As also discussed above, Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. Applicants respectfully assert, however, that neither NYRA nor Crevelt teach or suggest an anonymous token card in which the identity of the player is not known to the establishment. Applicants note that, in the outstanding Office Action, the Examiner appears not to assert that either NYRA or Crevelt teach or suggest an anonymous token card in which the identity of the player is not known to the establishment. Applicants further note that in the previous Office Action dated January 27, 2009, the Examiner admitted that NYRA failed to teach or suggest that a user may obtain a card anonymously such that the identity of the player is not known to the establishment. Applicants further assert that Crevelt also fails to teach such an account and, therefore, the teachings of Crevelt do not satisfy the deficiencies of NYRA in this regard.

Moreover, for substantially the same reasons discussed above regarding claim 1, neither NYRA nor Crevelt teaches or suggests placing a cashless purchase, other than a pari-mutuel wager, using the anonymous token card at the establishment to debit at least another portion of the funds of the monetary account.

For at least the reasons set forth above, NYRA and Crevelt, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 24. Therefore, Applicants assert that independent claim 24 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of independent claim 24 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 24 precludes a rejection of claims 26 through 29, 32, 33, 36 through 39, and 61, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 26 through 29, 32, 33, 36 through 39, and 61, in addition to the rejection to independent claim 24.

Regarding dependent claim 29, Applicants additionally assert that NYRA and Crevelt do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering “requiring the player to remove the anonymous token card prior to placing the pari-mutuel wager,” as recited in dependent claim 29.

Applicants respectfully assert that while NYRA and Crevelt teach that a card may be removed before placing a wager, NYRA and Crevelt do not teach or suggest that a card is required to be removed prior to placing a wager. Therefore, Applicants assert that dependent claim 29 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of dependent claim 29 under 35 U.S.C. § 103(a) for this additional reason.

Independent Claim 40 and Dependent Claims 41 through 46, 49 through 54, 57 through 59, 62, and 63

Applicants assert that NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds” and “crediting the first monetary account when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As discussed above, NYRA teaches a betting account that may be used at a race track and at locations remote from the race track. As taught by NYRA, the user is limited to placing only a wager and cannot make any purchases of goods or services using the account. As such, NYRA does not teach or suggest placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over a communication link. Moreover, NYRA does not teach or suggest crediting a first monetary account when a purchase is placed using funds from a second monetary account.

As also discussed above, Crevelt teaches a gaming machine including apparatus necessary to send requests to and receive authorizations from an EFT system. As taught by Crevelt, a card linked to an account is inserted into a card reader to access credit that is converted

to plays on the gaming machine. However, Crevelt does not teach or suggest placing a purchase of goods or services over a communication link and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Crevelt do not satisfy the deficiencies of NYRA in this regard.

As NYRA and Crevelt, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 40, Applicants assert that independent claim 40 would not have been obvious to a person of ordinary skill in the art at the time the invention was made considering NYRA and Crevelt, and request that the Examiner withdraw the rejection of independent claim 40 under 35 U.S.C. § 103(a).

Furthermore, the nonobviousness of independent claim 40 precludes a rejection of claims 41 through 46, 49 through 54, 57 through 59, 62, and 63, which depend therefrom, because a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03. Therefore, Applicants request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 41 through 46, 49 through 54, 57 through 59, 62, and 63, in addition to the rejection to independent claim 40.

Obviousness Rejection Based on NYRA One Account (“NYRA”) and U.S. Patent No. 5,902,983 to Crevelt in View of U.S. Patent No. 6,869,362 to Walker et al.

Claims 2, 3, 25, 26, and 47 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA One Account (“NYRA”) and Crevelt (U.S. Patent No. 5,902,983), as applied to claims above and further in view of Walker et al. (U.S. Patent No. 6,869,362; hereinafter “Walker ‘362”). Applicants respectfully traverse this rejection, as hereinafter set forth. Applicants note that, as discussed above, claims 2, 25, and 47 have been canceled.

Dependent Claim 3

Claim 3 depends from independent claim 1 and includes each of the elements and limitations recited therein. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless

method of pari-mutuel wagering comprising “depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit” and “placing a cashless purchase, other than a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account,” as recited in amended independent claim 1.

Walker ‘362 teaches a method for a game server to receive policy requirements of a user for a gambling loss insurance policy from a gaming terminal. *Walker ‘362*, Abstract. As taught by Walker ‘362, a gaming terminal receives a user identifier (e.g., a user tracking card number) and policy requirements for a gambling loss insurance policy. *Id.* at col. 3, lines 30-48. The terminal transmits the user identifier and the policy requirements to a server which then determines a premium cost based on the policy requirements. *Id.* Finally, the server transmits an indication of the premium cost to the user. *Id.*

Walker ‘362 further teaches that if the player purchases the insurance policy, insurance payouts can take a number of different forms. *Id.* at col. 28, lines 25-36. The insurance benefit may be in the form a frequent flyer miles, comp points, discounts (e.g., room, food, or beverage comps), coupons (e.g., for the casino or other merchants), or show tickets. *Id.*

At page 5 of the outstanding Office Action, the Examiner asserts that “Walker et al. teaches providing players an option to purchase show tickets, room, food, beverages and other items using their house card account.” Applicants respectfully disagree. As discussed above, Walker ‘362 teaches the ability to purchase insurance from a gaming terminal. While the benefits of a payout of the insurance policy may include show tickets, room, food, beverages, and other items, Walker ‘362 does not teach purchasing these items using an account house card as asserted by the Examiner. Applicants further note that purchasing the insurance policy appears to be merely a different type of wagering (i.e., placing a wager on the outcome of other wagers).

Furthermore, Walker ‘362 teaches only purchasing the insurance policy at a gaming terminal defined as a gaming machine, a gaming device, a kiosk, a point-of-sale terminal, or via a personal computer. *Id.* at col. 2, lines 53-67; col. 3, lines 1-11. The player may purchase the insurance policy by directly debiting the player’s credit card account, accepting coins deposited by the player, and/or debiting the player’s winnings accrued at slot machine. *Id.* at col. 29, lines



45-49. Walker '362 also teaches that the player may be identified by the gaming terminal selling the insurance policy with a player tracking card. However, Walker '362 does not teach or suggest purchasing the insurance policy using the player tracking card and an associated account. Therefore, the teachings of Walker '362 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

In view of the above, Applicants respectfully assert that NYRA, Crevelt, and Walker '362, when combined, do not teach, suggest, or otherwise render obvious a method as recited in independent claim 1. Therefore, claim 3 is not obvious at least because claim 1, from which claim 3 depends, is not obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

#### Dependent Claim 26

Claim 26 depends from claim 24 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "providing a house card comprising an anonymous token card in which the identity of the player is not known to the establishment" and "placing a cashless purchase other than placing a pari-mutuel wager using the anonymous token card at the establishment to debit at least another portion of the funds of the monetary account," as recited in claim 24.

Walker '362 teaches a method for a game server to receive policy requirements of a user for a gambling loss insurance policy from a gaming terminal. *Walker '362*, Abstract. However, Walker '362 does not teach or suggest does not teach or suggest an anonymous token card in which the identity of the player is not known to the establishment. Therefore, the teachings of Walker '362 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 26, since a dependent claim is obvious only if the independent

claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Obviousness Rejection Based on NYRA One Account ("NYRA") and U.S. Patent No. 5,902,983 to Crevelt in View of U.S. Patent No. 6,307,956 to Black

Claim 4 stands rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA One Account ("NYRA") and Crevelt (U.S. Patent No. 5,902,983), as applied to claims above and further in view of Black (U.S. Patent No. 6,307,956). Applicants respectfully traverse this rejection, as hereinafter set forth.

Claim 4 is dependent from independent claim 1 and includes each of the elements and limitations recited therein. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising "depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit" and "placing a cashless purchase, other than a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account," as recited in amended independent claim 1.

Black teaches the identity verification system that employs biometric technology for identity verification. *Black*, Abstract. However, Black does not teach or suggest placing a cashless purchase, other than a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account. Therefore, the teachings of Black do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 4, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Obviousness Rejection Based on NYRA One Account (“NYRA”) and U.S. Patent No. 5,902,983 to Crevelt in View of U.S. Patent No. 6,558,255 to Walker et al.

Claims 11 and 50 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA One Account (“NYRA”) and Crevelt (U.S. Patent No. 5,902,983), as applied to claims above and further in view of Walker et al. (U.S. Patent No. 6,558,255; hereinafter “Walker ‘255”). Applicants respectfully traverse this rejection, as hereinafter set forth.

Dependent Claim 11

Claim 11 depends from claim 1 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit” and “placing a cashless purchase, other than a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account,” as recited in amended independent claim 1.

Walker ‘255 teaches an expiring prepaid casino card which may be utilized to provide payment for slot machine play or other gambling activities. *Walker ‘255*, Abstract. However, Walker ‘255 does not teach or suggest does not teach or suggest placing a cashless purchase, other than a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account. Therefore, the teachings of Walker ‘255 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 11, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Dependent Claim 50

Claim 50 depends from claim 40 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds” and “crediting the first monetary account when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As discussed above, Walker ‘255 teaches an expiring prepaid casino card which may be utilized to provide payment for slot machine play or other gambling activities. *Walker ‘255*, Abstract. However, Walker ‘255 does not teach or suggest does not teach or suggest placing a purchase of goods or services sold at an establishment and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Walker ‘255 do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 11, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Obviousness Rejection Based on NYRA One Account (“NYRA”) and U.S. Patent No. 5,902,983 to Crevelt in View of U.S. Patent No. 6,379,248 to Jorasch et al.

Claims 21, 22, 56 and 57 stand rejected under 35 U.S.C. § 103(a) as being unpatentable over NYRA One Account (“NYRA”) and Crevelt (U.S. Patent No. 5,902,983), as applied to claims above and further in view of Jorasch et al. (U.S. Patent No. 6,379,248; hereinafter “Jorasch”). Applicants respectfully traverse this rejection, as hereinafter set forth. Applicants note that, as discussed above, claim 56 have been canceled.

Dependent Claims 21 and 22

Claims 21 and 22 depend from claim 1 and include each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “depositing funds into the monetary account at the gaming terminal using at least one vehicle selected from the group consisting of cash, check, debit charge, credit card charge, and direct deposit” and “placing a cashless purchase, other than a pari-mutuel wager, using the house card at the establishment and at least another portion of the funds of the monetary account,” as recited in amended independent claim 1.

Jorasch teaches a gaming device including a plurality of balances. *Jorasch*, Abstract. The gaming device receives monetary input such as currency or a transfer from an account, and in turn increases one or more balances. *Id.* However, Jorasch does not teach or suggest does not teach or suggest placing a cashless purchase, other than a pari-mutuel wager, using a house card and at least another portion of the funds of the monetary account. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claims 21 and 22, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

Dependent Claim 57

Claim 57 depends from claim 40 and includes each of the elements and limitations recited in its respective independent claim. As discussed above, NYRA and Crevelt, when combined and considered together as a whole, do not teach, suggest, or otherwise render obvious a cashless method of pari-mutuel wagering comprising “placing a purchase of goods or services sold at an establishment, other than a pari-mutuel wager, over the communication link using another portion of the funds” and “crediting the first monetary account when a purchase is placed using funds from the second monetary account,” as recited in amended independent claim 40.

As discussed above, Jorasch teaches a gaming device including a plurality of balances. *Jorasch*, Abstract. However, Jorasch does not teach or suggest does not teach or suggest placing a purchase of goods or services sold at an establishment and crediting a first monetary account when a purchase is placed using funds from a second monetary account. Therefore, the teachings of Jorasch do not satisfy the deficiencies of NYRA and Crevelt in this regard.

Thus, Applicants respectfully request that the Examiner withdraw the 35 U.S.C. § 103(a) obviousness rejection to claim 57, since a dependent claim is obvious only if the independent claim from which it depends is obvious. *See In re Fine*, 5 U.S.P.Q.2d 1596, 1600 (Fed. Cir. 1988), *see also* M.P.E.P. § 2143.03.

**ENTRY OF AMENDMENTS**

The amendments to claims 1, 3, 12, 21, 24, 26, 29, 40, 49 through 52, 54, 57 through 59, 62, and 63 above are supported by the as-filed specification and drawings and do not add any new matter to the application.

**CONCLUSION**

Claims 1, 3 through 7, 9 through 14, 16 through 24, 26 through 29, 32, 33, 36 through 46, 49 through 54, and 57 through 63 are believed to be in condition for allowance, and an early notice thereof is respectfully solicited. Should the Examiner determine that additional issues remain which might be resolved by a telephone conference, the Examiner is respectfully invited to contact Applicants' undersigned attorney.

Respectfully submitted,

A handwritten signature in black ink, appearing to be 'GCB', with a long horizontal flourish extending to the right.

Gregory C. Baker  
Registration No. 61,335  
Attorney for Applicants  
**TRASKBRITT**  
P.O. Box 2550  
Salt Lake City, Utah 84110-2550  
Telephone: 801-532-1922

Date: January 12, 2010  
GCB/djp:cw  
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